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LLC

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
(Richmond Division)**

In re:	:	Chapter 11
	:	Case No. 08-35653
CIRCUIT CITY STORES, INC., <i>et al.</i> ,	:	Jointly Administered
	:	
Debtors.	:	
	:	
	:	

CERTIFICATION OF STEVE MAGGIPINTO

I, **Steve Maggipinto**, hereby certify and state as follows:

1. I am a Vice President and the Controller of FM Facility Maintenance, LLC f/k/a IPT, LLC ("FM"). I submit this Certification in support of FM's Cross-Motion to Deem Claim Timely Filed and Objection to Debtors Circuit City Stores, Inc., *et al.*'s (collectively the "Debtor") Fifty-Fourth Omnibus Objection to Claims (Disallowance of Certain Late Claims) and.

2. In my capacity as Controller I have knowledge of FM's provision of maintenance services to the Debtor pursuant to the Master Services Agreement (the "MSA"), effective October 15, 2008, with Circuit City Stores, Inc. ("Circuit City").

3. FM provided facility maintenance management to Circuit City through its nationwide system of vendors that perform all aspects of essential facility maintenance, including without limitation, janitorial services, HVAC, fire protection, lighting, glass services, roof, awnings, signage, electrical, lighting, plumbing, doors, locks, sanitation services, pest control, landscaping, parking lots and sidewalks, office equipment and property repair.

4. FM was retained by Circuit City as its exclusive facility maintenance manager nationwide, and in that role, through its contractors, sub-contractors and employees, provided critical maintenance services to all of Circuit City's retail locations during the post-petition period, including through the its going out of business sales.

5. FM's role is to retain and dispatch maintenance personnel in all areas of the country where Circuit City's stores were located to perform maintenance duties, either on a scheduled basis or in reaction to emergent needs.

6. Rather than each vendor presenting an invoice for its services to Circuit City, FM accounts for all such outstanding vendor invoices and consolidates them into one invoice that is presented Circuit City for payment. Such consolidated invoices detail, among other items, the work performed, the location, the date and the cost. The invoice would be comprised of both services performed for which vendor invoices were actually received as well as estimates based on services performed where invoices had not yet been received by the vendor.

7. Pursuant to the terms of the MSA, FM invoiced for scheduled maintenance on a monthly basis and for reactionary maintenance on a weekly basis. Undisputed invoices were to be paid within fifteen (15) days of receipt of said invoice.

8. Given the significant numbers involved -- the breadth of the comprehensive maintenance services provides, and the multitude of vendors utilized to accomplish such comprehensive services at the hundreds of Circuit City retail stores nationwide -- the review, accounting, and eventual consolidation of vendor invoices into one invoice for presentation to Circuit City by FM was an ongoing process as a necessary and regular course of dealing throughout the MSA, including the post-petition period.

9. In order to submit the most accurate and comprehensive statement of open invoices in its administrative claim, FM worked diligently through to the eve of the administrative claims bar date in this case to capture all outstanding vendor invoices into a single, consolidated invoice.

10. On June 29, 2009, the executed Request for Payment of Administrative Expense in the amount of \$731,296.46, was forwarded to counsel for filing with the claims agent by 10:30 a.m. on June 30, 2009, via Federal Express, guaranteed priority overnight delivery.

11. On July 27, 2009, FM filed an Amended Request for Payment of Administrative Expense, reducing the amount of FM's Administrative Claim to \$607,961.73, which reflects the ongoing reconciliation process of outstanding vendor invoices for Circuit City services.

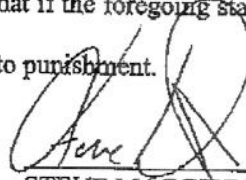
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I hereby certify the foregoing statements made by me are true to the best of my knowledge, information and belief. I am aware that if the foregoing statements made by me are determined to be willfully false, I may be subject to punishment.



STEVE MAGGIPINTO

Dated: November 16, 2009